

RESOLUTION NO. 1578

A RESOLUTION APPROVING A COMMERCIAL LEASE BETWEEN CITY OF CENTRAL POINT AND CENTRAL POINT AREA SENIOR CITIZENS, INC., AN OREGON NON-PROFIT CORPORATION FOR PROPERTY LOCATED AT 123 N. 2ND STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT

Recitals:

- A. Central Point Area Senior Citizens, Inc., an Oregon non-profit corporation ("CPASC") coordinates services for seniors in Central Point.
- B. For the past two decades, CPASC has leased space at 123 N. 2nd Street, Central Point, OR 97502 for use as a senior center and other activities related thereto.
- C. The current lease, originally entered into in 2015, terminates on June 30, 2019 and City staff has negotiated a new Lease Agreement with CPASC effective July 1, 2019, which is consistent with the terms of the prior lease agreement.
- D. Under the Lease Agreement, CPASC would pay annual rent in the amount of \$1.00, as well as all utility costs as additional rent. In addition, CPASC agrees to manage the Premises and coordinate other civic activities at the Premises.

The City of Central Point resolves as follows:

Section 1. The City hereby approves the Commercial Lease with CPASC effective July 1, 2019 on the terms and conditions set forth on the attached Exhibit "A".

Section 2. The City Manager or his designee is directed and authorized to execute the Commercial Lease for senior services in the form attached hereto as Exhibit "A".

Passed by the Council and signed by me in authentication of its passage this 23rd day of May, 2019.


Mayor Hank Williams

ATTEST:


City Recorder

COMMERCIAL LEASE

Date: _____, 2019

Between: CITY OF CENTRAL POINT ("Landlord")
a municipal corporation
140 S. 3rd Street
Central Point, OR 97502

And: CENTRAL POINT AREA SENIOR CITIZENS, ("Tenant")
INC., an Oregon non-profit corporation
123 N. 2nd Street
Central Point, OR 97502

Landlord leases to Tenant, and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

A commercial business space consisting of approximately 1800 square feet located at 123 N. 2d Street, Central Point Oregon.

Tenant shall have the right to reasonable use of the common areas surrounding the Premises for parking and ingress and egress consistent with the manner in which such areas are improved, consistent with the terms of this lease, and in common with Landlord. Tenant's use of such areas is subject to reasonable regulation.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence on July 1, 2019. The term of this lease shall continue for a period of two (2) years following the commencement date, unless sooner terminated as hereinafter provided.

1.2 Renewal Option. If the lease is not in default at the time the option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for one successive term of two (2) years, as follows:

(1) The renewal term shall commence on the day following expiration of the preceding term.

(2) The option will be automatically exercised unless written notice to Landlord is given not less than 120 days prior to the last day of the expiring term. The giving of such notice, not to renew, shall be sufficient to make the lease termination binding for the renewal term without further act of the parties. Landlord and Tenant shall then be bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this lease. Rent for the renewal term shall be continued in the same manner as during the original term.

Section 2. Rent

2.1 Base Rent. During the lease term, Tenant shall pay to Landlord, as base rent, the sum of \$1.00 per year.

2.2 Additional Rent. Tenant shall pay as additional rent all utility costs including but not limited to electricity, garbage service, telephone and gas and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. Tenant shall use the premises for the purpose of operating a senior center, and any activities reasonably related thereto, so long as Tenant remains a viable, active, non-profit corporation.

3.2 Other Civic Activities. Tenant shall manage the Premises and may also coordinate and provide for the use of the building for other civic activities and may charge nominal fees for such other uses and provide for reasonable rules relating thereto. Tenant's right to allow use of the building for other activities is subject to the following terms:

(1) Tenant shall ensure that all other civic users of the Premises provide proof of liability insurance naming the City of Central Point as additional insured prior to being permitted to use the Premises;

(2) All users shall execute an indemnification agreement in substantially the form attached hereto as Exhibit "A" agreeing to release, defend and indemnify the City of Central Point for any damage to person or property caused by such user's use of the Premises;

(3) Activities permitted within the building must be civic in nature such as clubs and community events and shall be subject to the facility use rules attached hereto as Exhibit "B";

(4) Failure of Tenant to comply with the requirements herein is a material breach of this Agreement.

3.3 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises and use, and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing

Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered reasonably safe by a competent engineer or architect selected by Landlord, which limitations shall be communicated to Tenant in writing.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord, which consent shall not be unreasonably delayed or withheld, provided that Tenant shall have the right to make normal and customary interior decorations to the Premises without the consent of Landlord.

(6) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this lease, Tenant shall remove all Hazardous Substances from the Premises which Tenant, or Tenant's agents, employees, guests or invitees, caused or permitted to be placed on the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 4. Repairs and Maintenance

4.1 Landlord's Obligations. The following shall be the responsibility of Landlord:

- (1) Landlord shall be responsible to maintain landscape, parking lot, and exterior building, and exterior water and lighting.
- (2) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation and landscaping.
- (3) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing in the Premises.
- (4) Repair and maintenance of sidewalks, driveways, curbs, parking areas, and areas

- used in common by Tenant and Landlord.
- (5) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises.
 - (6) Repair, replacement and maintenance of the heating and air conditioning system, except those repairs necessitated by Tenant's failure to properly operate the system.

Repairs and maintenance performed by Landlord shall comply with all applicable laws and regulations.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

- (1) Any repairs, maintenance, and replacements necessitated by the negligence or misuse of Tenant, its agents, employees, and invitees, including any users of the Premises as provided in Section 3.2, except as provided in Section 6.2 dealing with waiver of subrogation, but not including repairs that would otherwise be the responsibility of Landlord under Section 4.1.
- (2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.3.
- (3) All other repairs to the Premises which Landlord is not required to make under Section 4.1 in order to maintain the Premises in first-class repair, operating condition, working order and appearance.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent or any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision, provided however, the activities do not unreasonably disturb Tenant's quiet enjoyment.

4.4 Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs that are required by this Section 4, the other party may make the repairs and charge the actual costs of repairs to the first party. Such expenditures shall be reimbursed by the first party on demand together with interest at the rate of 12 percent per annum from the date of expenditure. Such expenditures by Tenant may not be deducted from rent and other payments subsequently becoming due. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 15 days before work is commenced, and the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

4.5 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times, upon reasonable notice, to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature

until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent which consent shall not be unreasonably withheld or delayed. Other than pictures, photographs, wall hangings, and other normal and customary interior decorations to the Premises, Tenant shall not glue, nail, screw or otherwise attach anything to the Premises without first obtaining Landlord's written consent, which consent will not be unreasonably withheld. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Casualty Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant may carry similar insurance insuring the property of Tenant on the Premises against such risks but is not required to insure.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes; Utilities

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall pay as due any and all real property taxes and special assessments that may be levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant except for those fees and charges described in Section 7.2.

7.2 Payment of Utilities Charges. Except as provided in this Section 7.2, Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, internal water, gas, electricity, sewage disposal, power, refrigeration, air conditioning,

telephone, and janitorial services. Tenant shall pay street systems development charges and other charges and fees from the City of Central which are billed by the City with its billings for water and sewage disposal charges. In the event that any utility services are provided by or through Landlord, Landlord shall provide full documentation of all expenses and related charges.

Section 8. Damage and Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds 30 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

Section 9. Liability and Indemnity

9.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12 percent per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

9.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant, unless such condition is caused by or occurred through the negligence of Landlord. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or intentional or fraudulent act or omission or Landlord's breach of duty under this lease, or such acts by Landlord's agents, employees.

9.3 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) with a responsible

company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 9.2 and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 10. Assignment and Subletting. Except as otherwise provided in Section 3.2 herein, no part of the Premises may be assigned, mortgaged, or subleased without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances. Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease in the event of sublease or assignment.

Section 11. Default

The following shall be events of default:

11.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after it is due.

11.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter, proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

11.3 Insolvency/Loss of Nonprofit Status. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days, and/or loss of nonprofit status shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

11.4 Abandonment. Failure of Tenant for 15 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 12. Remedies on Default

12.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

12.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any customary and suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises (exclusive of capital improvement costs to the common areas), but Landlord shall not be required to relet for any use which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of normal and customary rent-free occupancy or other rent concessions.

12.3 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 12.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

(3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

12.4 Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

12.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 12 percent annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

12.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 13. Surrender at Expiration

13.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

13.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease 10 days following written notice to Tenant of such abandonment, or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

13.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 13.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 14. Miscellaneous

14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

14.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

14.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

14.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

14.6 Entry for Inspection. Upon reasonable notice, Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last four months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

14.7 Good Faith Requirement. Notwithstanding anything to the contrary herein, each party hereto shall act in good faith in a commercially reasonable manner in discharging each and every one of its duties and obligations or in exercising its rights under this lease.

IN WITNESS WHEREOF, CITY OF CENTRAL POINT, as "Landlord", and CENTRAL POINT AREA SENIOR CITIZENS, INC., as "Tenant", have signed and acknowledged this agreement the day and year first above written.

CENTRAL POINT AREA SENIOR
CITIZENS, INC.,

CITY OF CENTRAL POINT

By:

By:

Its:

Its:

"Tenant"

"Landlord"

EXHIBIT "A"

Indemnification Agreement for Users of Premises to be executed as a condition of use of the Premises

In partial consideration for *(Name of User of Premises)* right to use the Premises located at 123 N. 2nd Street, Central Point, Oregon, the undersigned shall indemnify and defend the City of Central Point from any claim, loss, or liability arising out of or related to any activity of the undersigned on the Premises or any condition of the Premises in the possession or under the control of the undersigned, unless such condition is caused by or occurred through the negligence of the City of Central Point. The City of Central Point shall have no liability to the undersigned for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by the City of Central Point's negligence or intentional or fraudulent act or omission of the City, or its employees.

Date:

Exhibit “B”

Facility Rules

Facility Use Guidelines

1. Users must set-up and remove any chairs, tables, and equipment used in the rented area. Rented area must be returned to its original condition and equipment arrangement.
2. All equipment and supplies must be removed at the completion of the rental. In the event that your rental required additional equipment, tables, chairs or AV equipment that was provided by the Senior Center, these items must be placed back into their proper storage area.
3. Attendance is limited to the occupant load of the facility as established by the City Fire Marshall or as determined by the City of Central Point.
4. Renters are to adhere to the following rules:
 - a. No smoking or tobacco use on City property (inside or outside)
 - b. No alcoholic beverages on City property (inside or outside)
 - c. No bicycles, skateboards or roller skates in the building
 - d. No open flames, sterno, candles or incense
 - e. Close windows and turn off lights as you leave your rental area
5. Users shall not drive any nails, screws, tacks, pins or other objects into the floors, walls, ceilings, partitions, doors and window casings. The use of duct tape on walls is prohibited.
6. No structure or sets are to be built unless specifically provided for herein, and no shrubbery or trees are to be cut, trimmed or injured.
7. Sound amplification permit must be requested from the City of Central Point when applying to use the facility.
8. At no time shall exits or electrical panels be covered or obstructed.
9. No equipment, tables, chairs or any other items that cause obstruction shall be placed in hallways.
10. Authorized representatives of the City or the Senior Center have the right to enter the facility/area any time during a scheduled event.
11. If any damage is done to the facility during the course of the reservation, or the user leaves the premises in a messy condition, the Senior Center may assess an additional fee to cover the costs of repairs or cleanup, including additional costs.

12. The City of Central Point and/or the Senior Center retains the right to cancel a reservation due to unforeseen circumstances or to revoke permission for use of the facility at any time.
13. The Central Point Parks and Recreation Department and/or Senior Center may terminate rental activity when necessary for the safety and enjoyment of the public, if the user violates rules and regulations of the City of Central Point, or if cancellation is deemed necessary in the public interest. No refunds of fees, rents, or deposits will be made due to the termination of the rental through the violation of rules.
14. Users may not assign or sublease any portion of the premises, or any rights under the permit without prior approval. Any such assignment or sublease shall be void and the City or Senior Center shall have the right to exclude any and all persons from the facility attempting to exercise any right or privilege under such assignment or sublease.
15. Requests to hold events that include sales of merchandise or goods may require City Council approval.